

PARTIES

2. Plaintiff, Redwood Fire & Casualty Insurance Company, as subrogee of Jag Global Trading, Inc., is a business licensed to conduct business in the State of Nebraska, and has a principal place of business at 3333 Farnam Street, P.O. Box 31361, Omaha, NB.

3. Plaintiff, Jag Global Trading, Inc., is a business licensed to conduct business in the State of California, and has a principal place of business at 5334 Vista Del Mar Avenue, Bakersfield, CA.

4. Upon information and belief, Defendant, Thomas E. Gabbitas, (hereinafter "Gabbitas") an adult individual, is a citizen of the State of Utah, residing at 121 S. 100 E, Santaquin, UT.

5. Upon information and belief, Defendant, Visconti Transportation, LLC/Windstar, is a business licensed to conduct business in the State of Utah, and has a principal place of business at 9487 South 500 West, P.O. Box 1188, Sandy, UT.

6. At all times relevant hereto, and specifically on July 13, 2016, Gabbitas was an employee, actual, and/or apparent agent of, and/or independent contractor contracting with Defendant, Visconti Transportation, LLC/Windstar, acting within the course and scope of his employment and/or agency relationship with Defendant, Visconti Transportation, LLC/Windstar.

FACTS

7. At all times relevant hereto, and specifically on July 13, 2016, the Plaintiff, Jag Global Trading, Inc., was the owner of a tractor and semi-trailer which was operated

by Lazarrian Hope, stopped on the berm of the highway at or near Interstate 80 East, highway segment number 1601, in the City of Bellefont, and the County of Centre, in the Commonwealth of Pennsylvania.

8. At all times relevant hereto, Plaintiff, Jag Global Trading, Inc., maintained a business automobile insurance policy with Redwood Fire & Casualty Insurance Company, which covered its aforementioned tractor, trailer and cargo.

9. At all times relevant hereto, and specifically on July 13, 2016, Defendant, Visconti Transportation, LLC/Windstar, owned a tractor and semi-trailer which was operated by Gabbitas, at or near Interstate 80 East, in the City of Bellefont, and the County of Centre, in the Commonwealth of Pennsylvania.

10. On or about July 13, 2016, Defendant, Gabbitas, negligently and carelessly caused an automobile accident by striking the left rear corner of the trailer owned by Plaintiff, Jag Global Trading, Inc., then striking the front corner of the tractor owned by Plaintiff, Jag Global Trading, Inc.

11. The negligence and carelessness of Defendant, Gabbitas, consisted of the following:

- (a) Failing to maintain adequate control over the operation of said vehicle at all times;
- (b) Failing to make and maintain a proper lookout and observation;
- (c) Failing to properly steer said vehicle to avoid the collision;
- (d) Operating said vehicle in a manner not consistent with the conditions

- then and there existing;
- (e) Failing to exercise due care under the conditions;
- (f) Operating said vehicle without due regard to the rights, safety and position of Plaintiff's vehicle at the point aforesaid;
- (g) Failing to make timely application of said vehicle's brakes so as to avoid a collision;
- (h) Failing to drive said vehicle at a safe speed;
- (i) Driving said vehicle in excess of the speed limit;
- (j) Operating said vehicle at such a speed and in such a manner so as to create a dangerous situation for other motorists on the roadway;
- (k) Being inadequately and/or improperly trained and/or supervised by Defendant, Visconti Transportation, LLC/Windstar;
- (l) Failing to adequately and/or properly maintain or repair said vehicle;
- (m) Otherwise violating the rules of the road, laws, regulations and ordinances of the City of Bellefonte, County of Centre, Commonwealth of Pennsylvania and the United States, having to do with operating motor vehicles on public thoroughfares.
- (n) Being otherwise negligent and careless at law.

12. As a result of the aforementioned collision, the damages suffered by Plaintiffs include, but are not limited to, damage to their tractor and trailer, and expenses associated with towing, recovery and loss of cargo, itemized as follows:

-Trailer: \$25,927.30

-Tractor: \$56,701.52

-Cargo: \$26,557.97

-Deductible: \$1,000 + \$1,000 + \$1,000

TOTAL: \$112,186.79

Less Salvage: \$6,488.55

TOTAL DEMAND: \$105,698.24

13. Neither the Plaintiffs nor their driver, in any manner whatsoever, contributed to the causation of this accident, which resulted from the direct carelessness and negligence of the Defendant, Gabbitas.

WHEREFORE, Plaintiffs, Redwood Fire & Casualty Insurance Company as subrogee of Jag Global Trading, Inc. and Jag Global Trading, Inc., demand judgment against Defendants, jointly and severally, in the amount of \$105,698.24.

DATE: 7.9.18

KELLY GRIMES PIETRANGELO & VAKIL, P.C.



**DONALD M. GRIMES, ESQUIRE
ATTORNEY FOR PLAINTIFFS**

Attorney I.D. #38371

36 East Second Street, P.O. Box 1048

Media, PA 19063

Phone: (610) 565-0600